

## CONTRACT FOR LEGAL SERVICES

This Agreement, dated and effective the \_\_\_\_ day of December, 2015, is by and between The City of Fishers, Hamilton County, Indiana ("City"), an Indiana municipal corporation, and Jennifer C. Messer, P.C. ("Messer Law"), an Indiana professional corporations licensed to practice law in Indiana ("Agreement"). In consideration of the mutual promises contained in this Agreement, City and Messer Law agree as follows:

1. **Background.** Jennifer Messer has served the City as legal counsel for the past five (5) years and is proud to be a part of a team that has experienced tremendous success in all areas of municipal government—effectively delivering essential city services, maximizing economic development opportunities, and improving city infrastructure.

Jennifer Messer is uniquely prepared to assist the City in navigating its legal matters. Jennifer understands the issues. Jennifer knows the history. Jennifer has a demonstrated record of helping the City go the extra mile to meet the community's ever-changing needs.

2. **General Counsel.** The City engages Messer Law to continue serving as the City's general legal counsel from January 1, 2016 until December 31, 2016. The duties of general counsel shall include providing legal advice and services to assist the in carrying out its day-to-day operations with a focus on economic development matters. Jennifer Messer shall be generally responsible for the City's legal matters, including providing direction and oversight in those limited areas where outside counsel may be utilized such as bond matters, litigation covered by the City's insurance policies or complex litigation. The City will direct the nature and extent of Jennifer C. Messer's legal services provided, however, that no such direction will be inconsistent with Indiana professional ethics and responsibility rules governing attorneys.

3. **Primary Contact and Other Counsel.** Jennifer Messer will be the primary contact and providers of legal services under this Agreement.

4. **Compensation.** For the period from January 1, 2016 to December 31, 2016, the City will pay, in arrears, Messer Law a retainer of Twenty Thousand Dollars (\$20,000.00), per month ("Retainer"). The Retainer will cover (a) consultations between City personnel and Jennifer Messer via telephone calls, emails, texts and during on-site visits; (b) analyzing and drafting legal agreements, including those related to economic development agreements; (c) negotiating with economic development prospects and their legal counsel; (d) drafting resolutions and ordinances; (e) providing real estate services; (f) representing the City of Fishers Redevelopment Commission and attending meetings, upon request. In summary, the Retainer is intended to cover all services offered by Messer Law to the City, except for bond counsel services, litigation covered by the City's insurance policies, complex litigation, and services related or provided to Fishers City Court.

Although the City will pay only the Retainer, consistent with past practice, Messer Law will continue to submit monthly invoices for services so that the City may track the services performed on its behalf.

5. **Additional Services.**

a. **Bond Issues.** The City and Messer Law recognize and agree that the City will continue to hire bond counsel responsible for administering and obtaining financing for local infrastructure and economic development projects.

b. **Insurance Litigation.** In some instances, the City's insurer hires counsel to represent the City. Jennifer Messer will continue to assist the City's staff in working with counsel hired by the City's insurance company.

c. **City Court.** Services provided to the City related to the City Court shall be covered under a separate agreement for services.

6. **Administrative Services.** Jennifer Messer will not bill the City and the City shall not be liable for charges for routine copies, access to computerized legal research databases, long distance calls or travel to or from City facilities.

7. **Payment.** Messer Law will issue invoices on a monthly basis that will be due and payable within ten (10) days following approval of the Fishers Board of Public Works and Safety. Further, upon mutual agreement of the parties, the City may compensate Jennifer Messer from bond proceeds for matters on which Jennifer Messer has provided services. Any amount paid in excess of the Retainer shall be a credit to the City and deducted from future Retainers.

8. **Termination.** Messer Law and the City agree that this Agreement can be terminated by either party upon sixty (60) days written notice. Termination shall not excuse the City from payment for services rendered up to the date of termination. If the Retainer or portions of the Retainer have been pre-paid from bond proceeds as set-forth in Section 7 above, upon such termination or completion of the engagement, Jennifer Messer shall return portions of the Retainer not otherwise applied to work performed or costs incurred on behalf of the City.

9. **Miscellaneous.** This Agreement represents the entire agreement between the parties and replaces any prior understandings, agreements or representations. This Agreement may be modified only by written agreement.

Signed effective as of the date written above.

City of Fishers, Indiana

  
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Scott Edness, Mayor

Jennifer C. Messer, P.C.

  
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Jennifer C. Messer